



Request for Qualifications Waverly Beach Park Renovation Kirkland, Washington

CITY OF KIRKLAND

Request for Qualifications

PROJECT NAME: Waverly Beach Park Renovation

JOB NUMBER: 17-13-PK

PROJECT DATE: April 2013 – May 2015

QUALIFICATIONS DUE: March 22, 2013 no later than 4:00 p.m. PDT

QUALIFICATIONS SUBMITTED TO: Purchasing Agent, 123 5th Ave, Kirkland, WA 98033 (See RFQ for details.)

PROJECT DESCRIPTION: Develop a phased renovation plan, cost estimates, construction and bid documents, and construction monitoring and support services.

Applicant qualifications will be evaluated based on response to the Request for Qualifications (RFQ), and a live interview to be conducted after submission of the statement of qualifications. Qualifications criteria are more fully set forth in the RFQ document.

Public notice is hereby given that the City of Kirkland has issued the above mentioned RFQ. The complete RFQ, including all submittal requirements, can be found on the City of Kirkland's website at www.kirklandwa.gov. Locate by clicking on "City Purchasing" under "Most Requested". Call 425-587-3123 if unable to access RFQ documents online.

Barry L. Scott, C.P.M.

123 5th Avenue

Kirkland, WA 98033

REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

WAVERLY BEACH PARK RENOVATION

BACKGROUND

Waverly Beach Park is one of Kirkland, Washington's oldest park facilities, with history dating back to the 1930's. On the shores of Lake Washington, Waverly Beach is a popular destination for Kirkland residents and features a swimming beach, pier, playground, picnicking amenities, restroom, and parking. Fishing and non-motorized boating are popular year-round activities in the park.

Improvements to the park have occurred intermittently over the past several decades. However, a comprehensive assessment and plan to renovate and improve the park for functionality, safety, environmental sustainability, and attractiveness has not occurred.

BUDGET: A preliminary budget for this project is estimated at \$745,000. Allocation of final funding for the project is subject to approval of the Kirkland City Council.

PRELIMINARY SCOPE OF WORK

The following is a preliminary scope of work that may be modified during contract negotiations with the selected consultant. The preliminary scope of work is intended to outline and describe the range of tasks anticipated for the project but is not intended to be necessarily complete.

It is anticipated that the project will be divided into two phases as described below.

Phase 1 - Inventory and Site Assessment, Development of a Long-Term Renovation Plan with Phases and Cost Estimates

Phase 2 – Complete initial park renovations, including design development, permitting, construction and bid documents, and construction support

The selected consultant shall initially complete the Phase 1 and Phase 2 scope of work. The City of Kirkland reserves the right to award additional work for future phases to the same firm, or another firm, as necessary to complete the project. Implementation of future phases will be contingent upon securing necessary funding.

Public Involvement

This project will involve public involvement during Phase 1, with participation by the City Council-appointed Park Advisory Board, identified stakeholders, and interested citizens. Tasks will include:

- Develop and implement a public involvement process that encourages the participation of all interested parties.
- Attend periodic meetings of the Park Board to gather input and provide project updates.
- Attend and facilitate public workshops to keep community members informed and to solicit input from the public during the planning process.
- Provide graphic and written information as required to support the public outreach efforts of the City.

Phase I Tasks May Include:

- Participate in a kickoff meeting with Parks Dept. to review project parameters, gather available materials, identify additional information requirements, review preliminary community involvement strategy, and establish project timetable and products.
- Conduct site visit with Parks staff and Park Board members.
- Conduct and prepare a site survey identifying and locating natural and man-made features. Include topography, wetlands, streams, vegetation, utilities, structures, and other features as necessary for the purposes of master planning and permitting.
- Gather and review relevant background materials relating to the project. These materials are limited, as past planning activities for the site have been sporadic and at times informal. Materials may include: past planning documents, GIS maps, existing surveys, assessor's maps, utility maps, historic plans and documents, and as-builts.
- Communicate and coordinate with various local, state, and federal permitting authorities necessary for understanding regulatory issues and constraints, particularly related to sensitive areas, shoreline access and recreation activities.
- Prepare a graphic summarizing site opportunities and constraints at an appropriate scale, using both existing and prepared maps, surveys, GIS maps and other available information.
- Prepare a report that summarizes identified issues and opportunities.
- Facilitate and conduct a public workshop to ascertain public sentiment towards needs, desires, opportunities and constraints.
- Based upon the results of site analysis, technical input, Park Board input and public workshop, develop a Park Renovation and Phasing Plan detailing proposed improvements, construction schedule and cost estimates.
- Park Renovation and Phasing Plan approval process to include review by Park Board. City Council approval is not required for this project.

Phase II Tasks May Include:

- Develop final drawings and construction specifications.
- Identify all required permits. Prepare, submit, and secure all regulatory permits or approvals as necessary to complete the work.
- Prepare bid specification package, conduct pre-bid conference, assist with addendums, etc.
- Construction services may include periodic construction observation; organize, attend, and summarize weekly or bi-weekly progress meetings; provide written clarifications of drawings and specifications; review and recommend approval of contractor pay requests; prepare change orders and make recommendations for their approval; prepare

project completion punch list items; Ensure contractor provides "as-built" drawings, plans, and specifications.

TENTATIVE SCHEDULE

The following schedule contains major milestones and may be modified as a result of consultant proposals and contract negotiations:

March 15, 2013 (4:00 pm PDT) – Deadline for Questions (see details below in this RFQ)

March 19 (Noon) – Answers to Questions Released

March 22 (4:00 pm PDT) – SOQ Submittal Deadline

By March 29 – City to short-list for interviews

April 11 (tentative) - Consultant Interviews

By April 15– Consultant Selection

May 1 (tentative) – Project Start; Survey, Inventory and Site Analysis

July – Initial Public Meeting(s)

September – Complete Renovation and Phasing Plan

December – Complete Design Development

Early to mid 2014 – Permitting (to be determined based on scope of construction)

Fall 2014 – Construction start / Park Closure

By Summer 2015 – Project Completion and Park Reopening

Statement of Qualifications Submission Requirements

All submittals must be in conformance with the requirements set forth in this RFQ.

Qualifications submitted electronically should be 8-1/2" x 11" format and shall not exceed twenty (20) typed pages, including cover letter. If a paper copy is submitted, pages should be printed double sided. At a minimum, the following information shall be submitted:

- An organizational chart and biographies for your project team, including all sub-consultants.
- A statement of the percentage of time your proposed key resources will have available to devote to the project.
- Your firm's identification of the critical work elements and how your team would address these issues.
- A discussion of your firm's approach to the project and your plan to produce the required documents.
- A proposed schedule for completing the work, including intermediate project stages leading to a final project and in sufficient detail to allow an assessment of the firm's ability to provide the resources necessary to meet the schedule.
- References from past similar projects. Provide the contact name and number of the owner, or if not available, a contact name and number of the current most knowledgeable person associated with the project. References from past City of Kirkland projects will not be accepted.

Submittals

Preferred:

Qualifications titled "**Consulting Services for City of Kirkland – Waverly Beach Park Renovation**" should be submitted as an e-mail attachment in PDF or MS Word format to: purchasing@kirklandwa.gov.

Or:

One (1) unbound original and two (2) digital storage devices (CD or USB Flash Drive) in PDF or MS Word format mailed or delivered to:

City of Kirkland
Attn: Barry Scott, Purchasing Agent
Job # 17-13-PK
123 5th Avenue, Kirkland, WA 98033

Note that faxed proposals or electronic proposals submitted as compressed files will not be accepted.

Contact

For additional information concerning this RFQ, any other aspect of the selection process or the project in general, please contact via email:

Michael Cogle
Deputy Director of Parks and Community Services
E-mail: mcogle@kirklandwa.gov

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in Offeror's proposal being removed from consideration. Any cost incurred by Offeror in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ shall be borne solely by the Offeror.

Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

Project Contract

The Offeror will be required to use the City of Kirkland Professional Services Agreement [Attachment A] and accept all language contained within. Any Offeror that has significant reservations concerning using this agreement should not submit on this request.

CONSULTANT SELECTION CRITERIA

Consultants will be evaluated on the following items:

- Responsiveness to the requirements of this RFQ
- Understanding of project scope and project
- Ability to meet the project schedule, within budget
- Expertise of key personnel
- Response of references from past similar projects

Criteria will be weighted equally, or at the discretion of the selection panel.

Final Selection Procedures

After review of the submittals by the Owner's Selection Committee, the City may at its discretion schedule interviews with one or more firms.

Negotiation/Scope Development

The top-ranked firm will be asked to submit their prospective scope of services, schedule and a fee proposal.

If, after negotiation and consideration, the Owner is unable to reach an acceptable agreement with the top-ranked firm, the Owner will terminate negotiations with the top-ranked firm and, at its sole discretion, may enter into negotiations with the second ranked firm and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFQ.

Final Selection

Once an agreement is reached with a preferred A/E firm, the Owner's Purchasing Agent will provide a professional Services Agreement for signatures and full execution. A Notice to Proceed will be issued to formally begin work.

--END--



[ATTACHMENT A] SAMPLE PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the

benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible

for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

_____.
Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard, Assistant City Manager

Date: _____

Date: _____

--end sample agreement--